

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

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Kelly Taylor,

Plaintiff,

v.

Lezama, Lester and Associates, LLC,

Defendant.

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: Civil Action No.: 4:12-cv-00780-Y  
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**BRIEF IN SUPPORT OF MOTION TO  
ENFORCE THE SETTLEMENT AGREEMENT**

Plaintiff, Kelly Taylor (“Taylor”), respectfully submits this Brief in support of her Motion to Enforce the Settlement Agreement. Plaintiff requests that the Court enforce the parties’ Settlement Agreement (the “Agreement”) and order Defendant, Lezama, Lester and Associates, LLC (“Lezama”), to comply with its terms forthwith.

**I. PROCEDURAL HISTORY**

Plaintiff filed the Complaint in this action on November 1, 2012. (Dkt. No. 1). Defendant was served with the Complaint on November 12, 2012, and proof of service was filed with the Court on November 27, 2012. (Dkt. No. 5).

**II. STATEMENT OF FACTS**

In an attempt to resolve this matter short of trial, Plaintiff, through undersigned counsel, participated in settlement discussions with Defendant. (Burton Decl.<sup>1</sup> ¶3). On or about December 4, 2012, Defendant offered to settle this matter. (Burton Decl. ¶4). Plaintiff accepted Defendant’s offer, and a Notice of Settlement was filed with the Court on December 6, 2012.

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<sup>1</sup> “Burton Decl.” refers to the Declaration of Jody B. Burton, Esq. submitted in support of this Motion.

(Burton Decl. ¶5; Dkt. No. 8). Thereafter, the parties jointly drafted the Agreement. (Burton Decl. ¶6). The parties agreed that the terms and conditions of the Agreement would be held confidential.<sup>2</sup> (Burton Decl. ¶7).

On December 17, 2012, Defendant executed the Agreement. (Burton Decl. ¶8). Plaintiff's counsel forwarded the Agreement to Plaintiff, who executed it on December 31, 2012. (Burton Decl. ¶9-10).

Since that time, Plaintiff's counsel has followed up with Defendant numerous times regarding the status of the settlement funds and has provided Defendant with numerous extensions of time to remit the same. (Burton Decl. ¶11). Defendant's final extension to remit the settlement funds to Plaintiff's counsel expired on May 6, 2013. (Burton Decl. ¶12). To date, Plaintiff has not received the settlement funds from Defendant. (Burton Decl. ¶13).

### **III. ARGUMENT**

In Texas, settlement agreements are "enforceable in the same manner as any other written contract." *Liberto v. D.F. Stauffner Biscuit Co., Inc.*, 441 F.3d 318, 323 (5th Cir. 2006) (internal quotation and citation omitted). "A contract is 'legally binding only if its terms are sufficiently definite to enable a court to understand the parties' obligations.'" *Id.* (quoting *Fort Worth Indep. School Dist. v. City of Fort Worth*, 22 S.W.3d 831 (Tex.2000)). "Federal courts have held under a great variety of circumstances that a settlement agreement once entered into cannot be repudiated by either party and will be summarily enforced." *Cia Anon Venezolana de Navegacion v. Harris*, 374 F.2d 33, 35 (5th Cir. 1967); *see also Weaver v. World Fin. Corp. of Texas*, 2010 WL 1904561, at \*2 (N.D. Tex., May 12, 2010). The decision to grant or deny a motion to enforce a settlement agreement is committed to the sound discretion of the district

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<sup>2</sup> Because the parties agreed that the Agreement would remain confidential, Plaintiff will file a motion requesting that a copy of the executed Agreement be filed under seal.

court. *See Daftary v. Metropolitan Life Ins. Co.*, 136 F.3d 137 (5th Cir. 1998) (per curiam); *Weaver*, 2010 WL 1904561 at \*1.

Here, the parties negotiated in good faith and together crafted the Agreement. The Agreement is clear and complete, and was executed by both parties. Defendant should therefore be bound by the terms of the Agreement, which require payment of the settlement funds to Plaintiff.

#### **IV. CONCLUSION**

Based on the foregoing, Plaintiff respectfully requests that the Court grant her Motion to Enforce the Settlement Agreement and order Defendant to remit the settlement funds to Plaintiff's counsel.

Dated: May 22, 2013

Respectfully submitted,

/s/ Jody B. Burton  
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**CERTIFICATE OF SERVICE**

THIS IS TO CERTIFY that, on May 22, 2013, a true and correct copy of the foregoing Brief in Support of Motion to Enforce the Settlement Agreement and supporting documents was filed electronically by the U.S. District Court for the Northern District of Texas Electronic Document Filing System (ECF). A copy of this Notice was sent via First Class Mail, postage-pre-paid, to the following party:

Lezama, Lester & Associates, LLC  
2216 West Meadowview Road, Suite 205  
Greensboro, NC 27407

/s/ Jody B. Burton  
Jody B. Burton, Esq.